

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE LIBOR BASED FINANCIAL INSTRUMENTS ANTITRUST LITIGATION	:	
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THIS DOCUMENT RELATES TO:	:	Civ. No. 11-md-2262 (NRB)
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	:	
33-35 GREEN POND ASSOCIATES, LLC,	:	
	:	
<i>Plaintiffs,</i>	:	Civ. No. 12-cv-5822 (NRB)
	:	
v.	:	
	:	
BANK OF AMERICA CORP., <i>et al.</i> ,	:	
	:	
<i>Defendants.</i>	:	
	:	
COURTYARD AT AMWELL II, LLC, <i>et al.</i> ,	:	
	:	
<i>Plaintiffs,</i>	:	Civ. No. 12-cv-6693 (NRB)
	:	
v.	:	
	:	
BANK OF AMERICA CORP., <i>et al.</i> ,	:	
	:	
<i>Defendants.</i>	:	
	:	

DECLARATION OF STEVEN J. GREENFOGEL

I, Steven J. Greenfogel, do hereby declare and state as follows:

1. I am Of Counsel to the Firm of Lite DePalma Greenberg, one of the law firms representing plaintiffs in the Green Pond action;
2. The initial complaint was filed in July, 2012 and alleged that certain LIBOR Panel banks had artificially affected the price of LIBOR that was purchased through twenty five of the largest non-Panel banks in the United States. Shortly after the filing of the Green Pond action, in August, 2012, this Court stayed all subsequently filed actions, including Green Pond and the

Courtyard at Amwell actions (the “non-defendant OTC actions”), which alleged the same violations on behalf of the same class;

3. While the non-defendant OTC actions remain stayed, similar claims advanced by Bondholder plaintiffs had been dismissed by this Court and are currently on appeal to the Second Circuit;

4. Beginning in October, 2017, the non-defendant OTC Plaintiffs’ and defendant HSBC began discussions regarding a possible resolution of this case. While the negotiations were lengthy and spanned several months, they resulted in the settlement presently pending before this Court. During the course off the negotiations, the parties exchanged information and the plaintiffs retained an economic consultant to help them determine the potential size, by dollar volume, of the class. After protracted, arms-length negotiation, the parties reached da resolution to their dispute. The Settlement Agreement provides the non-defendant OTC actions with a payment of \$4.75 million dollars, plus valuable cooperation in the event that plaintiffs’ allegations survive as a result of the Gelboim appeal to the Second Circuit.

5. Attached hereto as Exhibit A is a copy of the executed Settlement Agreement between non-defendant OTC plaintiffs and the HSBC defendants. Prior to the execution of the Settlement Agreement, plaintiffs’ counsel sought, and received, approval from the plaintiffs to enter into the Settlement Agreement.

6. Attached hereto as Exhibit B are the Firm resumes setting forth the qualifications of the attorneys seeking to represent the non-defendant OTC class. Each of the four firms has significant experience in representing plaintiffs in antitrust class actions.

Dated: July 27, 2018


Steven J. Greenfogel